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RETAIN IN WBSC-TV  
 STATION PUBLIC FILE

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October 18, 1999

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**VIA HAND DELIVERY**

Ms. Magalie Roman Salas, Secretary  
 Federal Communications Commission  
 445 Twelfth Street, S.W. -- Room TWB-204  
 Washington, D.C. 20554

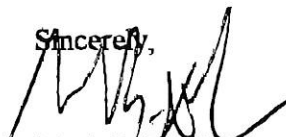
Re: **WBSC-TV, Anderson, South Carolina**  
**Transmittal of Time Brokerage Agreement**

Dear Ms. Roman Salas:

Transmitted herewith, on behalf of Anderson (WFBC-TV) Licensee, Inc., the licensee of the above-referenced station, pursuant to the Report and Order in Review of the Commission's Regulations Governing Television Broadcasting, MM Docket 91-221, FCC 99-209 (released August 6, 1999) is a Time Brokerage Agreement with respect to that station and a two subsequent Amendments thereto.

Should there be any questions in connection with the transmittal of these documents, please contact the undersigned directly.

Sincerely,



Mark B. Denbo

Counsel for Anderson (WFBC-TV)  
 Licensee, Inc.

Enclosures/107693.0

cc: WBSC(TV) PUBLIC FILE

WFBZ (TV)

TIME BROKERAGE AGREEMENT

This **TIME BROKERAGE AGREEMENT** (the "Agreement") is entered into on this 31<sup>st</sup> day of May, 1996, by and among **Sinclair Communications, Inc.**, a Maryland corporation ("Programmer"), **River City Broadcasting, L.P.**, a Delaware limited partnership, **River City License Partnership**, a Missouri general partnership (collectively, "Owner"), and, for the limited purposes stated herein, **Sinclair Broadcast Group, Inc.**, a Maryland corporation ("SBG").

**RECITALS:**

WHEREAS, River City License Partnership is the licensee, pursuant to authorizations issued by the Federal Communications Commission ("FCC"), of the television and radio stations listed on Attachment A hereto (collectively, the "Stations" and each individually, the "Station");

WHEREAS, River City Broadcasting, L.P. owns certain assets used in connection with the business and operations of the Stations and is a general partner of River City License Partnership;

WHEREAS, pursuant to an Amended and Restated Asset Purchase Agreement dated as of April 10, 1996, as Amended and Restated as of May 31, 1996 (the "Asset Purchase Agreement"), Programmer purchased certain assets of River City Broadcasting, L.P.;

WHEREAS, on this date, Programmer and Owner have entered into the Group I Option Agreement pursuant to which Owner has granted to Programmer an option to acquire certain of the assets and the FCC licenses held by Owner in connection with its ownership and operation of the Stations;

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WHEREAS, Programmer is experienced in broadcast ownership and operation:

WHEREAS, during the term of this Agreement, Owner wishes to retain Programmer to provide programming and related services for the Stations, all in conformity with Station policies and procedures, FCC rules and policies for time brokerage arrangements, and the provisions hereof;

WHEREAS, Programmer agrees to use the Stations to broadcast such programming of its selection that is in conformity with all rules, regulations and policies of the FCC, subject to Owner's full authority to manage and control the operation of the Stations; and

WHEREAS, Programmer and Owner agree to cooperate to make this Agreement work to the benefit of the public and both parties and as contemplated by the terms set forth herein.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals, and mutual promises and covenants contained herein, the parties intending to be legally bound, agree as follows:

#### SECTION 1 USE OF STATION AIR TIME.

1.1 Scope. During the term of this Agreement, Owner shall make available to Programmer broadcast time on the Station as set forth in this Agreement. Programmer shall deliver such programming, at its expense, to the Station's transmitter or other authorized remote control point designated by Owner. Subject to the provisions of Section 4.8 hereof, Programmer shall provide such programming of Programmer's selection complete with commercial matter, news, public service announcements and other suitable programming to the Station for at least one hundred and sixty-six (166) hours per week. Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials

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at the times specified, on the facilities of the Station without interruption, deletion, or addition of any kind. Owner may use such time as it may require up to two (2) hours per week, for the broadcast of its own regularly-scheduled news, public affairs, and other non-entertainment programming on the Station. Owner may elect to set aside additional air time (up to two (2) hours per week) (the "Additional Time") to be scheduled at a mutually agreeable time, for the broadcast of specific non-entertainment programming on issues of importance to the local community. Owner shall provide Programmer with as much notice as possible, but in no event less than three (3) weeks' notice, of its intention to set aside such Additional Time. All program time not reserved by or designated for Owner shall be available for use by Programmer. Owner agrees that Programmer may sell, or engage a third party to sell, commercial time during the programming provided by Programmer to the Station for Programmer's account.

1.2. Consideration. As consideration for the air time made available hereunder and the other agreements of the parties made hereunder, Programmer agrees to pay Owner the payments set forth in Attachment 1.2 hereto. Notwithstanding any provision of this Agreement to the contrary, in the event of a preemption by Owner of Programmer's programming under Sections 1.1, with respect to the Additional Time only, 3.2. 4.1 or 4.2 of this Agreement, the Monthly Payment as defined in Attachment 1.2 shall be reduced by an amount equal to (a) the amount of the Monthly Payment multiplied by (b) a fraction the numerator of which is the number of minutes of Programmer's programming preempted by Owner during such month and the denominator of which is the total number of minutes of programming provided by Programmer for the Station for such month.

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1.3 Term. This Agreement shall commence for all Stations on May 31, 1996 (the "Effective Date"), and end with respect to any one Station on the date of consummation of the purchase of the License Assets of such Station, as defined by and contemplated under the Group I Option Agreement (the "Term"), unless terminated earlier pursuant to any of the provisions of Section 5 hereof.

## SECTION 2 STATION OPERATIONS.

### 2.1 Owner Control Over Station Operations.

(a) Owner shall retain full authority, power and control over the management and operations of the Stations during the Term of this Agreement, including specifically control over its personnel, programming and finances.

(b) Subject to Owner's full authority, power and control over the management and operations of the Stations, Programmer agrees to provide programming and related services to the Stations. Such related services shall include: (i) the sale of advertising time on the Stations; (ii) coordination of traffic and billing functions; (iii) maintenance, repair and replacement of the Station's transmitting or studio equipment and the other License Assets, provided, however, that Programmer shall not make any modifications to or replace any material items of the License Assets without Owner's prior written authorization; and (iv) other administrative or operational functions as Owner may from time to time assign to Programmer consistent with FCC rules and regulations relating to time brokerage agreements. Programmer shall provide and perform its obligations hereunder, including all related services, diligently and in a manner consistent with broadcast industry practices.

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(c) Owner shall employ at the Station's main studio location, at Owner's expense, at least two full-time employees, including a Station Manager and a staff level employee, who will direct the day-to-day operations of the Station, and who will report to and be accountable to Owner.

(d) When on the Owner's premises, all employees of Programmer used to provide Programmer's programming or other services to the Stations shall be subject to the overall supervision of Owner's management personnel.

## 2.2 Station Expenses.

(a) During the Term of this Agreement, and subject to timely receipt of the Monthly Payment specified in Attachment 1.2, Owner shall be responsible for and pay in a timely manner all operating, capital and other expenses of the Stations, including but not limited to those expenses set forth in Attachment 2.2(a).

(b) During the Term of this Agreement, Programmer shall be responsible for and pay in a timely manner all costs incurred by Programmer in the performance of its obligations hereunder, including but not limited to those expenses set forth in Attachment 2.2(b).

## SECTION 3 STATION PUBLIC INTEREST OBLIGATIONS.

3.1 Owner Authority. Owner shall be responsible for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended (the "Act"), the rules, regulations and policies of the FCC and all other applicable laws. Programmer shall cooperate with Owner, at Programmer's expense, in taking such actions as Owner may reasonably request to assist Owner in maintaining the Station's compliance with the Act, rules, regulations and policies of the FCC and all other applicable laws. Notwithstanding any other provision of this

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Agreement. Programmer recognizes that Owner has certain obligations to operate the Stations in the public interest, and to broadcast programming to meet the needs and interests of the Station's community of license, the Station's service area and with respect to Owner's television Stations, the educational and informational needs of children. From time to time Owner shall air, or if Owner requests, Programmer shall air, programming on issues of importance to the local community and, with respect to Owner's television Stations, educational and informational programming for children aged 16 years and younger. Nothing in this Agreement shall abrogate or limit the unrestricted authority of Owner to discharge its obligations to the public and to comply with the Act and the rules, regulations and policies of the FCC and Owner shall have no liability or obligation to Programmer, except as set forth in Section 1.2, for taking any action that it deems necessary or appropriate to discharge such obligations or comply with such laws, rules, regulations or policies.

3.2 Additional Owner Obligations. Although both Owner and Programmer shall cooperate in the broadcast of emergency information over the Station, Owner shall retain the right, without any liability or obligation to Programmer, to interrupt Programmer's programming in case of an emergency or for programming which, in the good faith judgment of Owner, is of greater local or national public importance. Owner shall coordinate with Programmer the Station's hourly station identification and any other announcements required to be aired by FCC rules or regulations. Owner shall (i) continue to maintain and staff a main studio, as that term is defined by the FCC, for the Station within the Station's principal community contour, (ii) maintain the Station's local public inspection file within the Station's community of license, and (iii) prepare and place in such inspection file in a timely manner all material required by Section

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73.3526 of the FCC's Rules, including without limitation the Station's quarterly issues and program lists, and with respect to Owner's television Stations, information concerning the broadcast of children's educational and informational programming and documentation of compliance with commercial limits applicable to certain children's television programming. Programmer shall, upon request by Owner, promptly provide Owner with such information concerning Programmer's programs and advertising as is necessary to assist Owner in the preparation of such information or to enable Owner to verify independently each television Station's compliance with the Children's Television Act and the Station's compliance with any other laws, rules, regulations or policies applicable to the Station's operation. Owner shall also maintain the station logs, receive and respond to telephone inquiries, and control and oversee any remote control point for the Station.

#### SECTION 4 STATION PROGRAMMING POLICIES.

4.1 Broadcast Station Programming Policy Statement. Owner has adopted a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment 4.1 hereto and which may be amended from time to time by Owner upon notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement, with all rules and regulations of the FCC, and with all changes subsequently made by Owner or the FCC. Programmer shall furnish or cause to be furnished the artistic personnel and material for the programs as provided by this Agreement and all programs shall be prepared and presented in conformity with the rules, regulations and policies of the FCC and with the Policy Statement. All advertising spots and promotional material or announcements shall comply with all applicable federal, state and local regulations and policies and the Policy



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Statement, and shall be produced in accordance with quality standards established by Programmer. If Owner determines that a program, commercial announcement or promotional material supplied by Programmer is for any reason, in Owner's sole discretion, unsatisfactory or unsuitable or contrary to the public interest, or does not comply with the Policy Statement it may, upon written notice to Programmer (to the extent time permits such notice), and without any liability or obligation to Programmer, except as set forth in Section 1.2, suspend or cancel such program, commercial announcement or promotional material and substitute its own programming or, if Owner requests, Programmer shall provide promptly suitable programming, commercial announcement or other announcement or promotional material.

4.2 Owner Control of Station Programming. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act and the rules and regulations of the FCC, Owner shall have the right, without any liability or obligation to Programmer, except as set forth in Section 1.2, to delete any material contained in any programming or commercial matter furnished by Programmer for broadcast over the Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right, without any liability or obligation to Programmer, except as set forth in Section 1.2 to broadcast Owner's own programming in place of such deleted material.

4.3 Political Advertising. Owner shall oversee and shall take ultimate responsibility for the Station's compliance with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act, including but not limited to, the provision of equal opportunities, compliance with lowest unit charge requirements, and the provision of reasonable access to federal political

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candidates. Programmer shall cooperate with Owner, at Programmer's expense, to assist Owner in complying with the political broadcasting rules of the FCC. Programmer shall supply such information promptly to Owner as may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner deems necessary or appropriate, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcasting rules of the FCC and Sections 312 and 315 of the Act. Programmer shall be entitled to all revenues received by Owner for such advertising.

4.4 Advertising of Credit Terms. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

4.5 Payola/Plugola. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by a Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner, at Programmer's expense, as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

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4.6 Children's Television Advertising. Programmer agrees that it will not broadcast on any television Station advertising in programs originally designed for children aged 12 years and under in excess of the amounts permitted under applicable FCC rules.

4.7 Programmer Compliance with Copyright Act. Programmer represents and warrants that Programmer will have full authority to broadcast the programming on the Stations, and that Programmer shall not broadcast any material in violation of the Copyright Act. The performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC, are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer.

4.8 Owner Programming Agreements. Notwithstanding any provision of this Agreement to the contrary, Programmer agrees to broadcast on the Station, at the times required, the programs that Owner is required to air on the Station pursuant to its obligations under the agreements listed on Attachment 4.8 hereto. The broadcast of such programs by Programmer shall not reduce in any manner (a) any of the broadcast time on the Station reserved by Owner, pursuant to Section 1.1 hereof for the broadcast of Owner's non-entertainment programming or (b) the Monthly Payment owed to Owner under the provisions of Attachment 1.2.

## SECTION 5 TERMINATION.

5.1 Termination by Programmer. Unless terminated pursuant to the provisions of Section 1.3, this Agreement may be terminated by Programmer with respect to any Station or all Stations, by written notice to Owner, if Programmer is not then in material default or breach hereof, upon the occurrence of any of the following:

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(a) upon termination by Programmer of the Option for such Station under the Group I Option Agreement, provided that in such event, the termination of this Agreement shall be effective as of the date that is three (3) months following termination of said Option;

(b) Owner is in material breach of its material obligations hereunder or under the Group I Option Agreement and has failed to cure such breach within thirty (30) days of notice from Programmer; or

(c) the mutual consent of both parties.

5.2 Termination by Owner. Unless terminated pursuant to the provisions of Section 1.3, this Agreement may be terminated by Owner with respect to any Station or all Stations, by written notice to Programmer, if Owner is not then in material default or breach hereof, upon the occurrence of any of the following:

(a) upon the date of termination by Owner of the Option for such Station under the Group I Option Agreement;

(b) Programmer is in material breach of its material obligations hereunder or under the Group I Option Agreement and has failed to cure such breach within thirty (30) days of notice from Owner;

(c) Programmer is in material breach of its obligations under the Group I Option Agreement and its then existing senior credit facility and has failed to cure such breach within ninety (90) days of notice from Owner; or

(d) the mutual consent of both parties.

5.3 Termination for All Stations. This Agreement will terminate with respect to all Stations, upon the occurrence of any of the following:

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(a) this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review; or

(b) there has been a material change in FCC rules or policies that would cause this Agreement to be in violation thereof and such change is in effect and not the subject of an appeal or further administrative review, provided that in such event the parties shall first negotiate in good faith and attempt to agree on an amendment to this Agreement that will provide the parties with a valid, binding and enforceable agreement that conforms to the new FCC rules, policies or precedent.

5.4 Expiration of Option. Notwithstanding the provisions of Sections 5.1 and 5.2 hereof, this Agreement shall terminate with respect to a Station immediately upon the expiration of the Exercise Period, as defined in the Group I Option Agreement, if the Option relating to such Station has not been exercised within the Exercise Period.

5.5 Continuation of Agreement. Notwithstanding any termination of this Agreement with respect to a Station under Sections 5.1, 5.2, or 5.4, this Agreement shall continue in full force and effect for all Stations for which such termination is not effective.

5.6 Severability. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the parties hereunder. Furthermore, in such

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event, the parties shall use their commercially reasonable efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder. If any governmental authority grants to any other entity or individual rights which are not contained in this Agreement, then the parties shall use their commercially reasonable efforts to amend this Agreement to provide the parties hereto such lawful provisions which comport with any rules, regulations and policies adopted after the date of this Agreement.

5.7 Force Majeure. Any failure or impairment of the License Assets or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, due to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods or any other cause not reasonably within the control of Owner, shall not constitute a breach of this Agreement and Owner will not be liable to Programmer for any liability or obligation with respect thereto, including without limitation, any reimbursement obligation.

5.8 Insurance; Risk of Loss.

(a) During the Term of this Agreement, Owner shall maintain insurance with respect to the License Assets as provided in Section 5.1 of the Group I Option Agreement and shall cause Programmer to be named as an additional insured on Owner's policies as required in Section 5.1 of the Group I Option Agreement. The risk of any loss, damage, impairment, confiscation, or condemnation of any equipment or other personal property owned and used by Owner in the business and operations of the Station shall be borne by Owner at all times during the Term of this Agreement, to the extent of, but solely to

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the extent of, Owner's receipt of insurance proceeds in respect thereof and in no event shall Owner have any liability or obligation to Programmer in respect of any such loss, damage, impairment, confiscation or condemnation. Owner shall use such proceeds of insurance to repair or replace any such equipment or such other personal property of Owner to the extent of such proceeds. At Owner's request and subject to Owner's supervision and direction, Programmer shall effect in a timely fashion any repairs to or replacement of any of Owner's damaged equipment or property.

(b) During the Term of this Agreement, Programmer shall maintain with reputable insurance companies reasonably acceptable to Owner, insurance in such amounts and with respect to such risks, as reasonably requested by Owner, and Programmer shall comply with the provisions of Section 6.5 of the Group I Option Agreement. The risk of any loss, damage, impairment, confiscation, or condemnation of any equipment or other personal property owned or leased and used by Programmer in the performance of its obligations hereunder shall be borne by Programmer at all times during the Term of this Agreement.

## SECTION 6 INDEMNIFICATION.

6.1 Indemnification by Programmer. Programmer shall indemnify and hold harmless Owner from and against any and all claims, losses, costs, liabilities, damages, expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto), of every kind, nature and description (collectively "Damages") arising or resulting from or relating to (a) Programmer's breach of any covenant, agreement or other obligation of Programmer contained in this Agreement, (b) any action taken by Programmer or its employees and agents with respect to the Stations, or any failure by Programmer or its

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employees and agents to take any action with respect to the Stations, including, without limitation. Damages relating to violations of the Act, or any rule, regulation or policy of the FCC, slander, defamation or other claims relating to programming provided by Programmer or Programmer's broadcast and sale of advertising time on the Stations, or (c) the business or operations of the Stations (except where the Damages are caused by Owner's gross negligence, willful misconduct, or a breach of its obligations under this Agreement) from and after the date of this Agreement.

6.2 Indemnification by Owner. Owner shall indemnify and hold harmless Programmer from and against any and all claims, losses, costs, liabilities, damages, expenses, including any FCC fines or forfeitures (including reasonable legal fees and other expenses incidental thereto), of every kind, nature and description, arising out of Owner's breach of its obligations under this Agreement or its ownership of the Station.

6.3 Indemnification Procedure. Neither Owner nor Programmer shall be entitled to indemnification pursuant to this Section unless such claim for indemnification is asserted in writing delivered to the other party, together with a statement as to the factual basis for the claim and the amount of the claim. The party making the claim (the "Claimant") shall make available to the other party (the "Indemnitor") the information relied upon by the Claimant to substantiate the claim. The Indemnitor under this Section 6.3 shall have the right to conduct and control through counsel of its own choosing the defense of any third party claim, action or suit (and the Claimant shall cooperate fully with the Indemnitor), but the Claimant may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense provided that, if the Indemnitor shall fail to defend any such claim, action or suit, then the



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Claimant may defend through counsel of its own choosing such claim, action or suit, and (so long as it gives the Indemnitor at least fifteen (15) days' notice of the terms of the proposed settlement thereof and permits the Indemnitor to then undertake the defense thereof) settle such claim, action or suit, and to recover from the Indemnitor the amount of such settlement or of any judgment and the costs and expenses of such defense. The Indemnitor shall not compromise or settle any third party claim, action or suit without the prior written consent of the Claimant, which consent will not be unreasonably withheld or delayed.

6.4 Arbitration. To the fullest extent not prohibited by law, any controversy, claim or dispute arising out of or relating to Section 6 of this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, shall be settled by final and binding arbitration in accordance with the rules then in effect of the American Arbitration Association ("AAA"), as modified or supplemented under this section, and subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The decision of the arbitrators shall be final and binding provided that, where a remedy for breach is prescribed hereunder or limitations on remedies are prescribed, the arbitrators shall be bound by such restrictions, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

If any series of claims arising out of the same or related transactions shall involve claims which are arbitrable under the preceding paragraph and claims which are not, the arbitrable claims shall first be finally determined before suit may be instituted upon the others and the parties will take such action as may be necessary to toll any statutes of limitations, or

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defenses based upon the passage of time, that are applicable to such non-arbitrable claims during the period in which the arbitrable claims are being determined.

In the event of any controversy, claim or dispute that is subject to arbitration under this Section 6.4, any party thereto may commence arbitration hereunder by delivering notice to the other party or parties thereto. The arbitration panel shall consist of three (3) arbitrators appointed in accordance with the procedures set forth in this paragraph. Within ten (10) business days of delivery of the notice of commencement of arbitration referred to above, Owner, on the one hand, and Programmer, on the other hand, shall each appoint one arbitrator, and the two arbitrators so appointed shall within ten (10) business days of their appointment mutually agree upon and appoint one additional arbitrator (or, if such arbitrators cannot agree on an additional arbitrator, the additional arbitrator shall be appointed by the AAA as provided under its rules); provided, that persons eligible to be selected as arbitrators shall be limited to attorneys at law who (i) are on the AAA's Large, Complex Case Panel, (ii) have practiced law for at least fifteen (15) years as an attorney specializing in either general commercial litigation or general corporate and commercial matters, and (iii) are experienced in matters involving the broadcasting industry.

The arbitration hearing shall commence no later than thirty (30) business days after the completion of the selection of the arbitrators. Consistent with the intent of the parties hereto that the arbitration be conducted as expeditiously as possible, the parties agree that (i) discovery shall be limited to the production of such documents and the taking of such depositions as the arbitrators determine are reasonably necessary to the resolution of the controversy, claim or dispute and (ii) the arbitrators shall limit the presentation of evidence by